

**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

ARTIE DESPORTE

PLAINTIFF

VERSUS

CAUSE NO. 18-442(2)

SEAN DESPORTE

DEFENDANT

ANSWER

COMES NOW, the Defendant, Sean Desporte, by and through his attorneys, Wheeler & Wheeler, PLLC, and files this his response to the Complaint filed by the Plaintiff, Artie Desporte, and in answer thereto would state unto the Court the following, to-wit:

1. The Defendant admits the allegations of paragraph 1 of the Complaint.
2. The Defendant admits the allegations of paragraph 2 of the Complaint.
3. The Defendant admits the allegations of paragraph 3 of the Complaint.
4. The Defendant admits the allegations of paragraph 4 of the Complaint.
5. The Defendant denies the allegations of paragraph 5 of the Complaint and demands strict proof thereof. The Defendant further affirmatively alleges that granting the relief requested by the Plaintiff would have immediate irreparable harm and injury to the business and interfere unnecessarily with the normal and ordinary profitable operation of the Corporation.

6. The Defendant denies the allegations of paragraph 6 of the Complaint and demands strict proof thereof. This Defendant would further affirmatively state that the management of the corporation is not deadlocked since the Plaintiff, Artie Desporte, has not been involved in the operation of the business since October 2015, when he quit working at the business, although he continues to receive a paycheck in the same amount as when he was working prior to that time. This Defendant would further affirmatively state that the corporate financial records maintained by its

accountant, Roger Fountain, reflect that there is no irreparable injury to the Corporation being suffered or threatened, but in fact the Corporation has substantially paid down its debt that existed in October 2015 when the Plaintiff, Artie Desporte, left the business, and further that the Corporation has continued to operate as it has operated for the past many years, paying its employees, vendors and creditors and earning profits.

7. The Defendant denies the allegations of paragraph 7 of the Complaint and demands strict proof thereof. This Defendant would further affirmatively state that the operation of the Corporation has been and continues to be profitable, as it has been for the past many years, and nothing has changed in the operation other than the Plaintiff, Artie Desporte, leaving the business and not participating in the operation of it since October 2015.

8. The Defendant denies the allegations of paragraph 8 of the Complaint and demands strict proof thereof. This Defendant would further affirmatively state that the Plaintiff, Artie Desporte and his attorney met with the Defendant and his attorney and Rodney Fountain the Corporation's accountant on May 31, 2018, at which time the Defendant was advised that he had access to all company financial records as President of the Corporation as well as the Corporation's bank records. The Defendant further affirmatively alleges that the Plaintiff has been told on numerous occasions to contact the Corporation's accountant as well as the Hancock Bank to get the information to which he is entitled as President. This Defendant would further affirmatively state that the Corporation's records reveal income and payments to all persons with whom the Corporation does business, including its employees, the Plaintiff and the Defendant.

9. The Defendant denies the allegations of paragraph 9 of the Complaint and demands strict proof thereof. This Defendant would further affirmatively state that the banking relationship

of the Corporation, names and addresses of the bank, are already known to the Plaintiff, Artie Desporte, namely Hancock Bank, and he has access to all Corporate bank records, which bank records reveal what funds have been paid by Desporte and Sons Seafood, Inc. to the Defendant and to all other persons and entities.

10. In answer to the unnumbered paragraph beginning with the word “WHEREFORE”, the Defendant denies that the Plaintiff is entitled to any relief whatsoever and specifically denies that the Court should enter an injunction to preserve the assets of the Corporation since there is no deadlock in the management of the Corporation nor is there any irreparable injury threatened to the Corporation. Defendant further affirmatively states that the information requested by the Plaintiff in his lawsuit is readily available to him as the President of the Corporation but he simply refuses to believe the information provided.

WHEREFORE, PREMISES CONSIDERED, the Defendant requests that this Honorable Court receive and file his Answer and that upon a hearing hereon will be pleased to enter its Order dismissing the Complaint of the Plaintiff and assessing Plaintiff with all costs and expenses, including reasonable attorney’s fees in an amount to be determined by the Court. Defendant further prays for such other, further and general relief to which he may be entitled in equity.

Respectfully submitted,

SEAN DESPORTE, Defendant

By: Wheeler & Wheeler, PLLC,
Attorneys for the Defendant

BY: s/ David A. Wheeler
DAVID A. WHEELER, MSB#7126

CERTIFICATE

I hereby certify that on this day I electronically filed the foregoing pleading or other paper with the Clerk of the Court using the MEC system which sent notification of such filing to all counsel of record who have appeared in this action.

THIS the 11th day of June, 2018.

s/ David A. Wheeler
David A. Wheeler, MSB#7126

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